

EVN Bulgaria Elektrosnabdyavane EAD
37, Christo G. Danov Str. BG - 4002 Plovdiv

METEOBLUE AG

CLARASTRASSE 2
CII-4058 BASEL

Value contract

order number / date
4600004173 / 01.06.2017

contact person resp. dept.
Energy Planning - EA

Информацията е заличена
съгласно чл. 2 и чл. 4 от
ЗЗЛД

supplier data

supplier number:
2771
basis for order:
offer 1921
from 30.03.2017
contact person:

Информацията е заличена
съгласно чл. 2 и чл. 4 от ЗЗЛД

order data

payment conditions:
45 days from invoice date (vendors)
billing adress:
EVN Bulgaria Elektrosnabdyavane EAD
37, Christo G. Danov Str,
Plovdiv - 4004
Bulgaria
place of fulfillment:
EVN Bulgaria
Elektrosnabdyavane EAD
Kuklensko шосе 5
BG-4004 Plovdiv

contract period:
01.06.2017 - 01.11.2018

subject of order:

Доставка на помощни метеорологични прогнозни данни/
Delivery of auxiliary meteorological forecasts

target value in EUR without VAT

9.996,00

EVN Bulgaria Elektrosnabdyavane EAD

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EVN Bulgaria Elektrosnabdyavane EAD
37, Christo G. Danov Str.
BG - 4002 Plovdiv
Tel. + 359 7001 7777
Fax. + 359 77 278 505
e-mail: info@evn.bg
www.evn.bg

The company is enlisted in the trade register
of the Companies Registration Agency
Tax ID No (PIK): 123526430
VAT ID No: BG123526430

Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД

item	material	quantity unit	name	price per unit	net value EUR
00010		1 Months	Delivery of six meteorological forecasts	588,00 EUR	588,00
			Доставка на помощни метеорологични прогнозни данни		

Днес, 01.06.17, се сключи настоящият договор между,
On this day of, 01.06.17, the present contract was concluded between:

ЕВНИ БЪЛГАРИИ ЕЛЕКТРОСНАБДЯВАНЕ ЕАД, със седалище и адрес на управление Пловдив, ул "Христо Г. Данов" №37, вписан в търговския регистър на Агенцията по вписванията ЕИК 123526430, ИН по ДДС: BG 123526430, представлявано от Съвет на директорите чрез всеки двама от своите законни представители: Робърт Дик, Михаела Михайлова - Дюрфлер, Жанет Стоичева, както и Албена Терзиева-Михалева и Белослав Стоев - пълномощници на представителите, наричано по нататък ВЪЗЛОЖИТЕЛ
EVN BULGARIA ELEKTROSNABDYAVANE EAD, with domicile and registered office Plovdiv, 37, Hristo G. Danov str., registered in the Commercial Register of the Companies Registration Agency under EIC 123526430, VAT ID: BG, 123526430 represented by the board of Directors by any two of its legal representatives: Robert Dick, Mihaela Mihaylova Doerfler, Jeanette Stoitschewa, Albena Terzieva-Mihaleva and Beloslav Stoev, an authorised persons, hereinafter referred to as ASSIGNER,

и/или

Метеоблу АГ, със седалище и адрес на управление Кларащрасе №2, 4058 Базел, Швейцария, ИН по ДДС: CHE 113 182 626 MWST, представлявано от Карл Георг Гутброд – Управител, наричан по нататък ИЗПЪЛНИТЕЛ
Meteoblue AG, having its domicile and registered office address at Clarastrasse 2, 4058 Basel, Switzerland, VAT ID No: CHE-113.182.626.MWST, represented by Karl Georg Gutbrod – CEO, hereinafter referred to as CONTRACTOR

Чл.1 ПРЕДМЕТ

(1) ВЪЗЛОЖИТЕЛЯТ възлага, а ИЗПЪЛНИТЕЛЯТ приема да извърши: Доставка на метеорологични данни, по обособени позиции, както следва:

Обособена позиция 2: Доставка на помощни метеорологични прогнозни данни
- съгласно чл.11 (3) 2. от настоящия договор

Art. 1 SUBJECT

(1) The ASSIGNER assigns and the CONTRACTOR agrees to provide the following Delivery of meteorological forecasts in positions, namely:

Position 2 – Delivery of auxiliary meteorological forecasts according to Article 11 (3).2. of the present Contract

Чл.2 СТОЙНОСТ

(1) Приблизителната и необвързваща стойност на договора за посочените в чл.1. дейности възлиза 9 996,00 (словом девет хиляди деветстотин деветдесет и шест) евро, съответстващи на 19 550,48 лв. без включен ДДС.

Art. 2. VALUE

(1) Estimated and non-binding contract value of the listed in Article 1 activities amount to 9 996.00 in words (nine thousand nine hundred and ninety six) EUR, corresponding to 19 550.48 BGN, VAT excluded.

Чл.3 ЦЕНОВИ УСЛОВИЯ

(1) Единичната цена за позиция 00010 без включен ДДС, посочена по-горе е твърда за срока за изпълнение на договора и се отнася за прогнозите за 1 месец

(2) Единичната цена включва всички необходими разходи (транспортно командировъчни, нощувки, дневни и други) за изпълнение предмета на настоящия договор

Art. 3. PRICE TERMS

Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД

- (1) The single price for position 00010, VAT excluded, referred to above, shall be firm for the duration of the contract and refers to the forecasts for 1 month
- (2) The single price, as agreed herein, shall include all costs and expenses (travel expenses, accommodation, daily allowances and other) necessary for the implementation of this contract

Чл.4. СРОКОВЕ

- (1) Срокът на действие на настоящия договор е до 01.11.2018, или до изчерпване на стойността, съгл. Чл. 2
- (2) Срокът за изпълнение и предаване на услугите, предмет на настоящия договор е в календарни дни, като Изпълнителят се задължава да предоставя прогнозни стойности за всеки параметър във всяка област, за 10 дни напред, 4 път в деня предишното, съгласно чл. 11.(3) 2 2 - Технически изисквания на ВЪЗЛОЖИТЕЛЯ. Срокът на изпълнение на услугата започва да тече от датата на изпращане на заявка при на възникнали при ВЪЗЛОЖИТЕЛЯ реални нужди от услугите, предмет на настоящия договор и се счита за потвърдена от ИЗПЪЛНИТЕЛЯ, ако е изпратена на посочените по долу в чл.10.(4) факс или e-mail на ИЗПЪЛНИТЕЛЯ

Art. 4. TIME FRAMES

- (1) Term of validity of this contract is till 01.11.2018 or till reaching the target value according to art. 2
- (2) The deadline for the implementation and delivery of the services under this contract is set in calendar days, whereas the Contractor shall provide 10-day ahead forecasts for every parameter and for every region, 4 times per twenty-four-hour period, as defined in Article 11 (3) 2 2 - Technical requirements of the Assigner. The deadline for the implementation and delivery of the services shall begin to run from the date of sending an order under arisen Assigner's real needs of the services under this contract and is confirmed by the Contractor if it is sent to the specified below in Article 10. (4) fax or e-mail to the Contractor

Чл.5. НЕУСТОЙКИ

- (1) При неспазване на сроковете за изпълнение по чл.4(2) от настоящия договор, ИЗПЪЛНИТЕЛЯТ дължи на ВЪЗЛОЖИТЕЛЯ неустойка, в размер на 0,5 % на ден, до 8,0% от стойността на неизпълнената част заявката. Неустойката се причислява от задължението към доставчика след изпращане на уведомително писмо (документ за неустойка с обезщетителен характер) от ВЪЗЛОЖИТЕЛЯ
- (2) Плащането на неустойки не лишава изпращаната страна по договора от правото и да търси обезщетение за претърпени вреди и пропуснати ползи над размера на неустойката

Art. 5. FORFEITS

- (1) In the event of failure to comply with the execution period under Article 4.(2) , the CONTRACTOR shall pay the ASSIGNER a forfeit of 0.5% per day, up to 8.0% of the value of the unexecuted part of the order. The forfeit shall be deducted from the obligation due to the supplier, after sending an information notice (forfeit document of a compulsory nature) by the ASSIGNER;
- (2) Forfeit payment does not deprive the non defaulting party the right to seek compensation for damages and lost profits above the amount of the forfeit

Чл.6. ПЛАЩАНЕ

- (1) Плащанията ще бъдат извършвани от ВЪЗЛОЖИТЕЛЯ, по банков път, в срок до 45 (четридесет и пет) календарни дни след доставка, приемо-предавателен протокол и оригинална фактура, на тримесечна база, в края на периода. Банковите разходи се разделят симетрично м-у страните.
- (2) Плащанията по настоящия договор не могат да надхвърлят посочената в чл.7 стойност
- (3) Данък при източника. Съществува общ данък при източника върху услугите, предоставяни от чуждестранни доставчици на услуги в България, който възлиза на максимално 10% от дължимата сума за плащане, в зависимост от конкретното споразумение със страната на произход на доставчика на услугата. Въз основа на сключени договори за избягване на двойното данъчно облагане, размерът на данъка при източника, може да се изиска обратно от изпълнителя от българските данъчни органи чрез съответната процедура. За целите на избягване на двойното данъчно облагане чрез прилагане на международните Стогодби за избягване на двойното данъчно облагане (СИДДОВ) за всяка календарна година поотделно Изпълнителят предоставя на Възложителя:
 - „Сертификат за местно лице“;
 - „Декларация за притежател на дохода“;
 - „Декларация за липса на място на стопанска дейност или определена база в България, от които произхождат съответните доходи“ и

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- Извлечение от публичен регистър, удостоверяващо правото за подписване на лицето, подписало двете декларации.

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удържа данък при източника съгласно приложимото българско законодателство и съответната СИДДО
(4) Плащането на фактурите не означава признаване на редовността на доставката на Изпълнителя и това не означава отказ от полагащи се на ВЪЗЛОЖИТЕЛЯ претенции, произтичащи от незадоволително изпълнение, гаранции и обещания.

Art. 6. PAYMENT

(1) By bank transfer, after provision of the service, within 45 (forty five) calendar days after invoice and acceptance protocol, on a quarterly base at the end of the quarter. All bank charges are split symmetrically between the parties.
(2) Payments under this contract may not exceed the value specified in Article 2.
(3) Withholding tax. There is a general withholding tax on services provided by foreign service suppliers in Bulgaria, which amounts to a max. of 10% of the due amount to be paid, depending on the specific agreement with the country of origin of the service supplier. On the grounds of avoidance of double taxation, the amount of the withholding tax can be claimed back by the CONTRACTOR from the Bulgarian tax authorities through the corresponding procedure. For the purpose of avoidance of double taxation by applying the international Conventions for avoidance of double taxation /CAADI/ for each calendar year separately, the Contractor shall provide the Contracting authority with:

- "Certificate of residence",
- "Declaration of a holder of the income",
- "Declaration for absence of a permanent establishment or fixed base in Bulgaria where the respective incomes originate from" and

Excerpt from the public register, certifying eligibility for the exemption of the respective tax.

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shall deduct withholding tax pursuant to the applicable Bulgarian legislation and the relevant Convention for avoidance of double taxation.

(4) Payment of invoices not imply recognition of the regularity of delivery to the Contractor and does not mean a refusal of accruing the ASSIGNER claims arising from unsatisfactory performance guarantees and indemnities.

Чл.7. ГАРАНЦИИ

(1) С приемането на настоящата поръчка Изпълнителя гарантира безукорното ѝ изпълнение в съответствие с действащите понастоящем в България съответни наредби и нормативи.

Art. 7. GUARANTEE

(1) By accepting this contract the Contractor shall ensure its impeccable performance in accordance with current regulations in Bulgaria and relevant regulations.

Чл.8. МЯСТО НА ИЗПЪЛНЕНИЕ

(1) (EVB) БЪЛГАРИЯ ЕЛЕКТРОСНАБДЯВАНЕ ЕАД, гр. Пловдив. Данните се предоставят в .csv или в .xml формат чрез достъп до FTP сървър на доставчика.

Art. 8. PLACE OF EXECUTION

(1) (EVB) BULGARIA ELEKTROSNABDYAVANIE EAD, Plovdiv. The data is provided in .csv or .xml format via access to FTP server of the data provider.

Чл.9. ИЗИСКВАНИЯ КЪМ ИЗПЪЛНЕНИЕТО

(1) Изпълнението се извършва съгласно условията на настоящия договор и при спазването на Техническите изисквания на ВЪЗЛОЖИТЕЛЯ - чл.11 (3) 2 2.

(2) В случай, че при изпълнение на договорните дейности, се образуват отпадъци с опасен и/или неопасен произход, ИЗПЪЛНИТЕЛЯТ е задължен да ги приеме, ако разполага с необходимите разрешителни и лицензии от компетентни органи (МОСВ, МЗ, ММЕ) или да предаде за приемане на лице, притежаващо съответните разрешителни, съгласно ЗУО и ЗОСХ.

(3) Договорът да бъде изпълнен в съответствие с изискванията на чл. 31 от Регламент (ЕО) № 190 //2006 на

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Европейски парламент и на Съвета от 18 декември 2006 година, относно регистрацията, оценката, разрешаването и ограничаването на химикали (REACH)

Art.9. EXECUTION REQUIREMENTS

- (1) The implementation shall be carried out under the terms of this contract and in compliance with the technical requirements of the ASSIGNER - art. 11 (3) 2 2.
- (2) If during the implementation of the agreed activities, a waste with hazardous and/or non-hazardous origin is generated, the Contractor is obligated to take it back, in case he has the necessary permits and approvals from the competent authorities (Ministry of Environment and Water of Bulgaria, ME, MIE) or to forward it to a person holding an appropriate license under the Waste Management Act and the Environmental Protection Act (EPA).
- (3) The Contract shall be executed in accordance with the requirements of Art. 31 of Regulation (EC) № 1907/2006 of the European Parliament and of the Council of 18 December 2006, concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

Чл. 10. ДРУГО

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(2) При издаването на фактура е нужно да бъде посочен ЕИК номерът, идентификационният номер по ДДС на ВЪЗЛОЖИТЕЛЯ и на ИЗПЪЛНИТЕЛЯ, приложимата ставка на ДДС и сумата на данъка, а в случай на освобождаване от ДДС или когато ВЪЗЛОЖИТЕЛЯ е платец на данъка, допълнително следва да се упомене приложимата законна разпоредба. ИЗПЪЛНИТЕЛЯ се задължава да изпрати фактурата най-късно един ден след изготвянето ѝ.

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- (5) При промяна на данните в предходната алинея Изпълнителят се задължава своевременно да информира ВЪЗЛОЖИТЕЛЯ в писмен вид, в противен случай всяка кореспонденция до горе указаните данни се счита за изпратена.
- (6) Всички съобщения, предизвикания и нареждания, свързани с изпълнението на този договор и разменени между ВЪЗЛОЖИТЕЛЯ и ИЗПЪЛНИТЕЛЯ са валидни, когато са изпратени по пощата (с обратна разписка), на адреса на съответната страна или предадени чрез куриер, срещу подвик от приемащата страна.
- (7) Не се допуска фактуриране на стоки от настоящия договор със стоки от други договори в една ибна фактура.
- (8) Изключват се общи условия на ИЗПЪЛНИТЕЛЯ.
- (9) Договора се сключва на в двуеличен формат на Български и Английски език, като в случай на спор валиден е текста на Български език.

Art. 10. OTHER

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(2) When an invoice is issued, it shall specify EIC, VAT ID No of the ASSIGNER and the CONTRACTOR, the applicable VAT rate, and the tax amount, and in case of VAT exemption, or when the ASSIGNER is a tax payer, it should further contain the relevant legal provision. The CONTRACTOR is obliged to send the invoice one day after its preparation at the latest by fax.

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- (5) If the contact details stated in the previous paragraph change, the Contractor shall notify the ASSIGNER in writing as soon as possible, otherwise any correspondence in the above specified contact details shall be considered sent.
- (6) All messages, advance notices and orders relating to the execution of this contract and exchanged between the

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ASSIGNER and the CONTRACTOR shall be considered valid if sent by mail (with acknowledgement of receipt) to the address of the party concerned or sent by courier, against a signature of the receiving party
(7) Invoicing of goods and products subject to this contract together with goods and products subject to other contracts in a single joint invoice shall not be allowed
(8) The CONTRACTOR's general terms and conditions shall be excluded
(9) The contract is concluded in a bilingual format Bulgarian and English, as in the case of a valid argument is the text of the Bulgarian language

Чл. 11. ЗАКЛЮЧИТЕЛНИ РАЗПОРЕДБИ

- (1) За всички неуредени в настоящия договор въпроси се прилагат разпоредбите на действащото законодателство
- (2) Всички спорове, възникнали във връзка с тълкуването и изпълнението на настоящия договор, ще бъдат решавани от страните в добронамерен тон чрез преговори, консултации и взаимни и одни споразумения. Ако такива не бъдат постигнати, спорът ще бъде отнесен за разрешение от компетентния Районен, съответно Окръжен съд по седалището на ВЪЗЛОЖИТЕЛЯ
- (3) Последователността на документите по важност е следната:
 1. Настоящият договор
 2. Приложения, неразделна част от настоящия договор
 - 2.1. Оферта, ценно предложение и техническо предложение с вх № 1921 от 30.03.2017
 - 2.2. Технически изисквания към обществена поръчка чрез събиране на оферти с обява № 118-EC-17-ГЛ-У-3, с предмет „Доставка на метеорологични данни, по позиции“
 - 2.3. Търговски условия към обществена поръчка чрез събиране на оферти с обява № 118-EC-17-ГЛ-У-3, с предмет „Доставка на метеорологични данни, по позиции“
 - 2.4. Общи условия на закупуване на дружествата от групата EVN – Издание Януари 2011
 - 2.5. Клауза за социална отговорност на дружествата от групата EVN – Издание Януари 2011
- (4) Настоящият договор се сключи в два еднообразни екземпляра, по един за всяка от страните.

Art. 11 FINAL PROVISIONS

- (1) For all unsettled in this contract issues shall apply the provisions of the existing legislation
- (2) All disputes arising from the interpretation and implementation of this contract shall be settled by the Parties in a friendly manner by negotiation, consultation and mutually beneficial agreements. If such can not be reached, the dispute shall be referred to the competent Regional, respectively District Court of the CONTRACTING AUTHORITY's registered office
- (3) The sequence of documents in accordance to their importance is as follows:
 1. The current Contract
 2. Appendices constituting an integral part of the Contract:
 - 2.1 Offer, financial proposal and technical proposal with Inv. No 1921 from 30.03.2017
 - 2.2 Technical requirements to tender awarded by collectiong offers with an ad № 118-EC-17 EA Y-3 with subject: Delivery of meteorological data according to positions
 - 2.3 Commercial terms to tender awarded by collectiong offers with an ad № 118-EC-17 EA-Y-3 with subject: Delivery of meteorological data according to positions.
 - 2.4 General Purchasing Terms of the EVN Group Companies - Edition January 2011
 - 2.5 Social Responsibility Clause of EVN Group Companies - Edition January 2011
- (4) This contract was signed in duplicate, one copy for each of the parties

ВЪЗЛОЖИТЕЛ/ASSIGNER

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Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД

Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД

General Purchase Conditions of the EVN Group

The following General Purchase Conditions shall apply unless otherwise stipulated in the order. Any terms and conditions of the contractor that have not been expressly acknowledged by the client will not be binding, even if the client has not expressly contradicted them.

1. Orders as well as modifications and amendments to the contract must be drafted in writing in order to be valid. Oral agreements will only be legally binding if they have been confirmed by the client in writing.
2. If the contractor has submitted an estimation of costs, its compliance shall be guaranteed unless the opposite is expressly stipulated in the estimation of costs.
3. The prices indicated in the order are fixed prices. Deliveries shall be free to the place of performance, packed, insured and unloaded. Any risks will only be transferred to the client once the delivery/services have been accepted as set out in the contract. The place of fulfillment is the delivery address indicated in the order.
4. Acceptance of a delivery/service will only be valid with the written confirmation of the client.
5. The contractor shall ensure that its personnel and the subcontractors engaged by it comply with the legal regulations pertaining to the protection of the life and health of employees and the environment. Workers may only enter those areas designated by the client. They must comply with the instructions issued by the client's construction or assembly supervisors. The contractor expressly undertakes to comply with its legal monitoring duties with regard to any foreign nationals employed by it or by its subcontractors as defined in the Law on the Employment of Foreign Nationals, Federal Law Gazette of the Republic of Austria I, No. 218/1975 in its current, valid version. The contractor shall comply with these monitoring duties before work commences by presenting all the corresponding documents (residence permits, work permits etc.) to the client without being prompted and shall hold the client and its bodies and employees free and harmless from any damage and/or liability resulting from a violation of these duties.
6. The contractor has a comprehensive duty to coordinate and collaborate with all those working at the construction site as set out in section 8 of the Employee Protection Act. In respect of the provisions of the Employee Protection Act, the contractor is also obliged to support EVN in its role as client and any persons in charge (coordinators, project managers) when fulfilling their duties in accordance with the Construction Coordination Act as best it can. In particular, it guarantees that the general principles of risk prevention set out in section 7 of the Employee Protection Act will be implemented and the safety and health protection plan will be adhered to. If the Construction Coordination Act is not applicable to the project in question, then the provisions of the Employee Protection Act shall apply in any case. The contractor shall hold the client and its bodies and employees free and harmless from any damage resulting from a violation of these duties.
7. The contractor guarantees that the delivery/service as stipulated in the contract shall be rendered free of defects. Statutory warranty provisions shall apply unless otherwise stipulated in the order. The warranty also covers any defects that arise during the agreed warranty period. The contractor is obliged to prove contractual fulfillment of the contract free from defects. When a defect is reported, dismantling and reassembly costs as well as any additional costs arising shall be borne by the contractor.
8. The contractor is liable for all damage caused by actions or omissions on the part of the contractor, its personnel, its subcontractors or the contractor's other assistants related to or arising from the delivery or service and for damage caused by the materials or components utilized by the contractor. The contractor is also liable for any materials, building elements or other objects handed over by the client or other companies for assembly or sub-assembly. In all cases, the contractor must prove that it or its personnel, subcontractors or the contractor's other assistants are not to blame. This applies both in the case of slight negligence and gross negligence. Upon first request, the contractor undertakes to hold the client free and harmless from any claims asserted by an employee or third party against the client related to damage caused during implementation of the contract.
9. The contractor is obliged to take out third party liability insurance at its own expense that covers all the liability risks described in legal provisions and ensuing from the contract. This insurance must also cover the third party liability requirements of the companies and persons engaged by the contractor to implement the contract.
10. A single copy shall be issued of each invoice accompanied by the order number and sent to the invoice address indicated in the order. The invoice must comply with tax regulations; in particular, the VAT number must be indicated and the amount payable in value added tax shown separately. Invoices that do not comply with these prerequisites cannot be used to justify delays in payment and may be rejected by us. Provided the delivery/services have been accepted as stipulated in the contract, the period allowed for payment will be determined once the invoices and/or all the documents pertaining to the delivery/service have been received by the issuer indicated in the order. Unless otherwise stipulated, only an overall invoice is permissible in the case of partial deliveries/partial services once the contract has been fully implemented. Payments generally take place only once a week on the Wednesday following the day payment is due (payment transaction day). Payments made according to this payment run are regarded as having been made on time for any agreed discounts/trade discounts etc. and will not incur any interest on arrears if the period allowed for payment is exceeded. If the client delays payment, then the interest on arrears pursuant to article 1000, paragraph 1, last clause, Austrian Civil Code shall apply. Except for intention, no further claim for damage following delays in payment may be asserted.
11. Communications concerning assignments of claims must be sent in writing, not by fax or e-mail otherwise they are invalid, to the client's central accounting department and will become valid at the end of the second working day following receipt. The contractor expressly accepts that this processing period is reasonable. If a claim is assigned, the client is entitled to charge and without a fee for processing and record-keeping amounting to 1% of the assigned claim.
12. Provided this is legally permissible, the contractor's retention rights as set out in the Austrian Civil Code and/or the Austrian Companies Act are expressly waived. The client is entitled to set off its own claims, as well as claims asserted by companies in the client's company group, against

claims asserted by the contractor

13. The contractor undertakes to maintain the confidentiality of all the information and documents provided (samples, drawings, sketches, electronic data, calculations and the like) that it learns of during its business relationship, to properly protect these items, to use them exclusively to implement the contract and not to grant third parties access to them unless such documents and information were already in the public domain or freely available. The original version of documents provided by the client shall be returned to the client upon acceptance of the deliveries/services and no copies thereof shall be retained by the contractor. The contractor may only publish project-related data or name the client as one of its clients with the written consent of the client. If the foregoing duties are violated, the contractor shall pay the client a contractual penalty amounting to EUR 25,000 for each instance of violation irrespective of blame and without prejudice to any other claims asserted by the client.
14. The contractor shall ensure that the deliveries/services comply with state-of-the-art technology. The contractor is liable for any resulting damage, in particular following loss of the availability, confidentiality or integrity of the client's IT systems and/or data.
15. The contractor is liable for ensuring that its deliveries/services do not violate third party industrial property rights. The contractor shall hold the client free and harmless from any claims asserted in this respect.
16. The contractor grants its explicit consent as set out in the Data Protection Law for data related to this transaction to be passed on to third parties if required (e.g. planning companies, co-owners of installations, insurance companies), however not to competitors. The contractor shall ensure that both its own employees and service providers adhere to provisions relating to the subject matter in these general purchase conditions and to legal provisions, in particular the Data Protection Law and sections 48a et seq. Stock Exchange Act. Their attention shall be drawn to the fact that a violation of the duty of care and the duty of confidentiality may result in claims for compensation and lead to criminal prosecution.
17. Provided this is permitted under the provisions of sections 25a, 25b of the Insolvency Code, the client is entitled to immediately withdraw from the contract in case of insolvency, excessive indebtedness or a tangible deterioration in the contractor's financial situation or if an application to initiate insolvency proceedings in respect of the contractor's assets is rejected because of a lack of assets to cover the costs of the proceedings. If the client withdraws from the contract, it will only be liable to pay for the work or services already rendered by the contractor, provided they are usable by the client for the agreed purpose of the contract. Under no circumstances will it be liable to pay more than this proportionate sum.
18. The client is entitled to assign the contract with all its rights and duties to a company in the EVN Group and to make it binding upon said company. The contractor may not assign the contract or parts thereof to third parties and/or engage subcontractors without the prior, written consent of the client.
19. The exclusive place of jurisdiction for both contracting parties is the court with jurisdiction in Vienna Innere Stadt. However, the client is also entitled to take legal action against the contractor at the latter's general place of jurisdiction. Austrian substantive law shall apply to the exclusion of UNCTRAL trade law and the provisions on the choice of applicable law under private international law. The contract language is German.
20. If any single provision in these general purchase conditions is or becomes completely or partially invalid or unenforceable then this will not affect the validity of the remaining provisions. The parties agree to replace the invalid or unenforceable provision with a provision that comes closest to achieving what the parties originally intended when they drafted the invalid or unenforceable provision in accordance with the sense and purpose of the agreement.

(edition October 2010)

EVN Group Integrity Clause

The contractor has taken cognizance of the following integrity clauses, to which the EVN Group is also committed, and shall take them into consideration when rendering its deliveries/services. The client is entitled to revise the content of these duties at any time. In case of violation, the client is entitled to request negotiations in order to re-establish the contractual conditions. If the contractor fails to comply with this request within one month or does not desist from or correct the ascertained breach of contract amicably or within a reasonable period of grace, the client is entitled to terminate the contract with immediate effect. If the contractor refuses or prevents such revisions from being carried out, the client is likewise entitled to terminate the contract with immediate effect. Furthermore, the contractor undertakes to make the following principles and policies binding upon its upstream suppliers and subcontractors.

1. **Recognition of human rights.** Our contractors and subcontractors are expected to recognize and uphold the United Nations Declaration on Human Rights and to ensure that they are not involved in violations of human rights.
2. **No child labour or forced labour.** During the manufacture of their products and provision of their services, our contractors and subcontractors undertake not to use or tolerate the use of child labour or forced labour or other involuntary labour as set out in the Conventions of the International Labour Organization (ILO).
3. **No discrimination or harassment in the workplace.** Each employee shall be treated with respect and dignity. No employee shall be physically, mentally, sexually or verbally harassed, abused or discriminated because of his or her sex, race, religion, age, origins, handicap, sexual orientation or political or ideological views.
4. **Safety and health in the workplace.** Our contractors and their subcontractors must ensure that safety and health are guaranteed for their employees in the workplace while observing any applicable laws and regulations. Free access to drinking water, sanitary facilities, appropriate fire prevention equipment, lighting, ventilation and – if necessary – suitable personal protective equipment must be provided. Employees shall be trained in the correct use of protective equipment and in general safety rules.
5. **Labour and social security laws.** Our contractors and their subcontractors undertake to abide by the labour and social security laws that apply in each country when implementing contracts.
6. **Transparency as regards working hours and remuneration.** Working hours shall be in line with applicable laws. The persons employed by our contractors and subcontractors shall review employment contracts in which working hours and remuneration have been laid down.
7. **Protection of the environment.** We expect our contractors and their subcontractors to observe all applicable laws and regulations on the protection of the environment when carrying out their entrepreneurial activities and to pay proper attention to economic, ecological and social aspects when rendering their services/deliveries and thus not lose sight of the importance of sustainable development.
8. **Reduction in the use of resources, waste and emissions.** The continuous improvement in the efficiency of how resources are used is an important part of management and running a business. Our contractors and their subcontractors shall minimize waste of any sort and discharges and emissions into the air, water and ground.
9. **High ethical standards.** We expect our contractors and their subcontractors to attach a high degree of importance to business ethics, to abide by prevailing national laws (in particular labour, competition, anti-trust and consumer laws) and to refrain from engaging or participating in corruption, bribery, deceit or blackmail.
10. **Transparent business relationships.** Our contractors and their subcontractors shall abstain from offering, requesting, granting or accepting any gifts, payments or other comparable advantages or gratuities that might induce someone to violate his or her duties.
11. **Right of assembly and strike.** The persons employed by our contractors and their subcontractors should be granted the right to participate in assemblies and strikes in accordance with the laws of the country where they work without having to fear any possible consequences.

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